

[The facts of this case are sufficiently stated in the opinion.]

THE CHANCELLOR:

This is a bill to reform and correct a settlement, made on the 27th February, 1842, upon the alleged ground that the settlement so made, does not conform with the agreement of the parties.

The controversy has been of long standing, having originated in the year 1832, upon a bill filed in that year, the decree upon which was carried to the Court of Appeals, and not being then in a condition for a final decree, was remanded to this court for further proceedings. 9 *Gill & Johns.*, 80.

After various proceedings, it seems to have been agreed between the parties to settle the difference between them, by compromise, and a statement was made on the 27th February, 1842, according to which, there appeared to be due from the defendant to the complainant, Henrietta M. Hall, the sum of \$674 86, for which on that day the defendant gave his note at six months to Somerville Pinkney, Esq., acting as the solicitor and agent of the complainant.

The present bill was filed on the 27th of August of the same year, being three days before the due day of the note, allowing the usual grace; and alleges that the settlement by which the above sum was ascertained to be due was at variance with the agreement of the parties, and the result of mistake; and upon that ground seeks to reform it, and to compel an execution of the agreement, according to its true intent and meaning.

The agreement was by parol, and there is nothing upon the face of settlement, which is in writing and marked exhibit B, to show that it does not conform to the agreement. I have no doubt of the power of this court, as explained in the order of the 5th of November last, to correct this settlement upon the present bill, and to make it correspond with the agreement of the parties, and to enforce it when thus corrected.

If the mistake had been clearly made out, though by parol proof, and more especially, if it had been admitted by the defendant, the jurisdiction of this court to reform the settlement and to compel the specific execution of it, when thus reformed, would have been indisputable.